



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

October 9, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF A  
SOLE SOURCE AGREEMENT WITH SERVICON SYSTEMS, INC.  
FOR SUPPLEMENTAL GENERAL AND STERILE HOUSEKEEPING  
SERVICES AT THE LAC+USC MEDICAL CENTER  
REPLACEMENT FACILITY PRIOR TO OPENING  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of Health Services, or his designee, to sign and execute an Agreement with Servicon Systems, Inc., for the provision of four phases of supplemental general and sterile housekeeping services at the LAC+USC Medical Center Replacement Facility prior to opening, effective upon Board approval through March 31, 2009, or until the four cleaning phases have been completed to the satisfaction of the Director or his designee, whichever comes first, with a total maximum obligation of \$409,314.
2. Delegate authority to the Director of Health Services, or his designee, to increase the maximum obligation by no more than 25 percent of the maximum obligation or \$102,329 for unscheduled emergency work, for a potential total maximum obligation of \$511,643.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS**

In approving the recommended actions, the Board is authorizing the Director of Health Services (Director) to enter into an Agreement, substantially similar to Exhibit I, with Servicon Systems, Inc. (Servicon) for the provision of four phases of supplemental general and sterile housekeeping services at the Department of Health Services' (DHS) LAC+USC Medical Center Replacement Facility (Replacement Facility) prior to opening, and delegating authority to the Director to increase the maximum obligation by no more than 25 percent of the maximum obligation for unscheduled emergency work.

Four cleaning phases are needed prior to the opening of the Replacement Facility as described below:

<b>CLEANING PHASE</b>	<b>DESCRIPTION</b>
I	After a majority of the new equipment is moved into the Replacement Facility.
II	After all new equipment is moved in.
III	After a majority of the relocated services are moved into the Replacement Facility.
IV	Final cleaning to be completed within two days of opening the Replacement Facility.

The cleaning tasks include high inside walls, ceilings and windows, above floor cleaning and floor cleaning. These tasks will be performed in the Outpatient Tower (244,852 net square feet [SF]), Diagnostic and Treatment Tower (262,213 net SF), and floors one through eight of the Inpatient Tower (518,340 net SF) for a total net SF of 1,025,405.

A definitive timetable cannot be established as to when each cleaning step will be performed because it is dependent on when the building contractor concludes the construction work and approval by regulatory agencies is secured. However, Servicon has factored this uncertainty into its cleaning schedule. If unfettered access is granted, Servicon estimates that cleaning would take two months for each building component using staff working on a full-time basis.

### **FISCAL IMPACT/FINANCING**

The maximum obligation is \$409,314 and may be increased by no more than 25 percent (\$102,329) for unscheduled emergency work with a potential maximum obligation of \$511,643. Funding is included in the Fiscal Year 2007-08 LAC+USC Healthcare Network Adopted Budget and will be requested, if necessary, in future fiscal years.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

For more than 25 years, DHS has contracted for housekeeping services at many DHS facilities that include Harbor-UCLA and Olive View-UCLA Medical Centers under provisions of Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250, "Contracting with Private Businesses" (Proposition A).

On August 10, 2004, the Board of Supervisors awarded four housekeeping Agreements for a five-year term to Pedus Service, now Servicon Systems, Inc., at 19 DHS facilities totaling over \$55 million. The award resulted from a competitive bid solicitation.

Servicon has prior experience both in the public and private sectors cleaning hospitals after construction and readying them for move-in and occupancy. In 1991, Servicon performed similar work for Olive View-UCLA Medical Center and in the private sector in March 2007, for the newly constructed Kaiser Medical Center located in Panorama City. The Kaiser facility is approximately 800,000 SF and is comparable in size to the approximate 1,000,000 net SF Replacement Facility.

The Department has determined that this is not a Proposition A Agreement because the services are provided on a short-term basis. LAC+USC's Environmental Services Department cannot perform these responsibilities in addition to maintaining the housekeeping services at the LAC+USC Medical Center facilities. The issue of hiring a private sector contractor for supplemental housekeeping services for the new facility has been addressed with SEIU Local 721 at DHS' Joint Labor/Management Committee. The Union is not opposed to hiring a contractor for the supplemental housekeeping needed for the Replacement Facility opening.

LAC+USC's administration will monitor the contractor's performance and assure compliance with the terms and conditions of the Agreement.

Attachment A provides additional information.

County Counsel has approved the attached Agreement (Exhibit I) as to form.

### **CONTRACTING PROCESS**

In 2004, DHS completed a Request for Proposals process for housekeeping services. DHS determined that it would be in the best interest of the County not to complete another solicitation process because of the need to procure these services timely, on a short-term basis to facilitate the opening of the Replacement Facility.

Honorable Board of Supervisors  
October 9, 2007  
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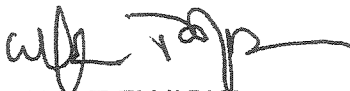
Housekeeping services for the existing site are currently provided by the facility's Environmental Services Department and will continue on a limited basis following the opening of the Replacement Facility. However, the facility is not able to simultaneously maintain the existing facility at the current level of service in addition to services needed at the Replacement Facility prior to opening, with existing resources. Therefore, DHS is recommending award of a sole source Agreement to Servicon who has the expertise, skills and knowledge to perform the services on a short-term basis. A sole source letter is on file in DHS.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these actions will allow DHS to ensure that the Replacement Facility is properly cleaned before opening.

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:SAS  
DRJ:DHH:bjs

Attachments (2)

c: County Counsel  
Director and Chief Medical Officer, Department of Health Services



**SUMMARY OF AGREEMENT**

1. TYPE OF SERVICES:

General and sterile housekeeping services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Servicon Systems, Inc.  
3965 Landmark St.  
Culver City, CA 90232

Attention: Enio Martinez, Senior Manager Healthcare Services  
Telephone: (310) 204-5040 x 244 Fax: (310) 204-5097  
E-mail: [enio@janitorial.com](mailto:enio@janitorial.com)

3. TERM:

Effective upon Board approval through March 31, 2009 or upon completion of the four cleaning phases to the satisfaction of the Director or his designee, whichever comes first.

4. FINANCIAL INFORMATION:

The maximum obligation is \$409,314 and may be increased by no more than 25 percent (\$102,329) for unscheduled emergency work for a potential total maximum obligation of \$511,643. Funding is included in the Fiscal Year 2007-08 LAC+USC Healthcare Network Adopted Budget and will be requested, if necessary, in future fiscal years.

5. GEOGRAPHIC AREA SERVED:

First District.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer, LAC+USC Medical Center

7. APPROVALS:

LAC+USC Medical Center:  
Contracts and Grants:  
County Counsel (approval as to form):

Pete Delgado, CEO  
Cara O'Neill, Chief  
Christina Salseda



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SERVICON SYSTEMS, INC.

FOR

SUPPLEMENTAL GENERAL AND STERILE HOUSEKEEPING SERVICES

AT LAC+USC MEDICAL CENTER REPLACEMENT FACILITY

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Contract No. \_\_\_\_\_

SUPPLEMENTAL GENERAL AND STERILE HOUSEKEEPING SERVICES AT  
LAC+USC MEDICAL CENTER REPLACEMENT FACILITY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_ 2007,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and SERVICON SYSTEMS, INC.  
(hereafter "Contractor").

WHEREAS, pursuant to sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services (hereafter "DHS"), various County hospitals, comprehensive health centers, and other health care facilities and programs (hereafter collectively referred to as "Facility(ies)"; and

WHEREAS, County has determined that the services to be provided under this Agreement are of a temporary nature to the extent that DHS is unable to recruit qualified personnel on a short term basis with the requisite training, knowledge, or experience to perform such services; and

WHEREAS, County desires supplemental general and sterile housekeeping services at LAC+USC Medical Center Replacement Facility prior to opening performed by a Contractor with recent experience in cleaning a facility in accordance with Title 22 and Joint Commission guidelines; and

WHEREAS, Contractor is authorized under the laws of the State of California to engage in the business of providing housekeeping services, and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

WHEREAS, this Agreement is authorized by provisions of section 1451 of the California Health and Safety Code and sections 26227 and 31000 of the California Government Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence upon County's Board of Supervisors' approval, and shall continue in full force and effect to and including March 31, 2009 or until completion of the four cleaning phases, as specified in Schedule 1, to the satisfaction of the Director or his designee, whichever comes first.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A and Schedule 1, attached hereto and incorporated herein by reference.

B. Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide such services.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily the exclusive provider to County of services provided under the terms of this Agreement, and that County has, or may enter into, agreements with other providers of such services, or may perform all or part of same, when possible, using County employees.

4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in Exhibit B and Schedule 1, attached hereto and incorporated herein by reference.

B. Contractor shall bill DHS' LAC+USC Medical Center, c/o Contract Invoice Processing, 2064 Marengo St., Los Angeles, CA 90033.

5. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for all services provided hereunder shall not exceed Four Hundred Nine Thousand and Three Hundred Fourteen Dollars (\$409,314), for the period of County's Board of Supervisors' approval through March 31, 2009 The maximum obligation may be increased by no more than twenty-five (25) percent of the maximum obligation or One Hundred Two Thousand and Three Hundred Twenty Nine Dollars (\$102,329) for unscheduled emergency work as described in UNSCHEDULED WORK FUND Paragraph 6 hereinbelow, for a potential total maximum obligation of Five Hundred Eleven Thousand and Six Hundred Forty Three Dollars (\$511,643) for the term of the Agreement.

6. UNSCHEDULED WORK FUND: In addition to the Contract Sum set forth above, there shall be an unscheduled work fund of twenty-five (25%) percent, equaling \$102,329 for emergency. Use of the unscheduled emergency work fund shall be restricted as to emergency situations, defined as follows:

"Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, etc. where time is a critical factor.

Use of the unscheduled emergency work fund must be authorized in writing by County's Project Director, upon prior approval of the Director, or designee, who may authorize the Contractor to perform unscheduled emergency work, including but not limited to, repairs and replacements when the need for such work arises.

In no event shall any annual total expenditure exceed the Contract Sum plus the Unscheduled Work Emergency Fund without prior express approval of County's Board of Supervisors.

The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Emergency Work at the straight time or overtime rates, as applicable, and as set forth in this agreement. The County must approve the services delivered by the Contractor. If the County does not



approve in writing, no payment shall be due to the Contractor.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or termination of this Agreement.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall

require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in INSURANCE COVERAGE REQUIREMENTS Paragraph, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to Director at the: Department of Health Services,

Contracts and Grants Division; 313 N. Figueroa St., 6th Floor-East; Los Angeles, CA 90012-2659, and provide a copy to DHS; Centralized Contract Monitoring Division; 5555 Ferguson Dr., Suite 210; Commerce, CA 90022, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or

both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted consistently with, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of

Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

12. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability,



including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

13. STANDARD PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Standard Provisions, of which the terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement, including its Standard Provisions, and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, including its Standard Provisions, Exhibit(s), and any Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration

of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at Servicon Systems, Inc., 3965 Landmark St., Culver City, CA 90232, Attention: Richard Mahdesian, General Manager. Contractor's primary business telephone number is (310)204-5040. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, as listed herein, or any other business address, business telephone number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. DISPLACED JANITOR OPPORTUNITY ACT: This Contract is subject to the provisions of the Displaced Janitor Opportunity Act (California Labor Code Sections 1060 - 1065) because it is a Contract for janitorial or building maintenance services performed within the State of California entered into on or after January 1, 2002.

Under this Act, as specified, a successor Contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four (4) months or longer at the site or sites covered

by the successor service contract unless the successor Contractor or subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.

19. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM:

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit C and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates:

(1.) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the

Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

(2.) For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract,

the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3.) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption

status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

20. LIQUIDATED DAMAGES: The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor.

21. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices or demands required or permitted by the County under this Agreement. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days' prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa St., Sixth Floor-East  
Los Angeles, CA 90012-2659  
Attention: Director
- (2) LAC+USC Medical Center  
1200 N. State St.

Los Angeles, CA 90033  
Attention: Pete Delgado, CEO

B. Notices to Contractor shall be addressed as follows:

Servicon Systems, Inc.  
3965 Landmark St.  
Culver City, CA 90232  
Attention: Richard Mahdesian, General Manager

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer  
SERVICON SYSTEMS, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

RF:r  
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**LAC+USC MEDICAL CENTER REPLACEMENT FACILITY  
SUPPLEMENTAL GENERAL AND STERILE HOUSEKEEPING SERVICES**

**STATEMENT OF WORK**

**SPECIFICATIONS**

**Purpose:**

To provide a clean, sanitary, safe and odor-free environment for staff and visitors to prepare for the opening of the LAC+USC Medical Center Replacement Facility (Replacement Facility), without exception. Also, to ensure that the services meet or exceed predetermined standards set forth by the LAC+USC Environmental Services Department. The Replacement Facility is scheduled to open in June 2008.

**County's Project Manager:**

County's Project Manager shall be Bill Walton, Director of Medical Center Environmental Services, or his designee.

**Contractor's Project Manager:**

Contractor shall designate a person as Contractor's Project Manager who will be responsible for performance of all work specifications. Before designating a person different than the person proposed as Contractor's Project Manager, County must approve candidate.

**Construction Contractor , McCarthy/Clark/Hunt (MCH), Building Access Controls:**

The County is to be given phased access by MCH, construction Contractor, to LAC+USC Replacement Facility as follows:

- Outpatient Tower (OPT) in October 2007.
- Diagnostic and Treatment Tower (D&T) - date to be determined,
- Inpatient Tower Floors 1-4 (IPT 1-4) - date to be determined, and
- Inpatient Tower Floors 5-8 (IPT 5-8) - date of building turnover

Until date of building turnover to the County, MCH will establish building access controls including hours of operation, mandatory safety training for County contractors (two hours), drug testing, mandatory safety attire (hard hats and goggles to be supplied by County), and mandatory evacuation of premises during MCH drills. On date of building turnover to the County, the County will take full control of building access.

**Specifications for General Cleaning Services for the LAC+USC Replacement Facility are provided as follows:**

- A. Scope of Work
- B. Deliverables to be Performed
- C. General Provisions

## **A. Scope of Work**

To prepare for the opening of the LAC+USC Medical Center Replacement Facility, County is working with MCH to begin phased access into the new building. As County is given phased access to the new building, County staff will work with County's new equipment staging services vendor for placement of new equipment and furnishings into the Replacement Facility and County's relocation vendor for moving from existing facilities into the Replacement Facility.

There are four general cleaning steps being required of the Contractor as follows: (1) General cleaning step I after majority of new equipment move-in: High Inside Walls-Ceilings-Windows Cleaning, and Floor Cleaning, as described below. As equipment staging services vendor completes the majority of new equipment move-in work, County's Project Manager will work with the Contractor to schedule the initial general cleaning step for the Replacement Facility. (2) General cleaning step II after completion of new equipment move-in: Above Floor Cleaning and Limited Floor Cleaning (limited to tile floor sweep and mop and carpet vacuum and spot cleaning), as described below. As equipment staging services vendor completes essentially all of the new equipment move-in work, County's Project Manager will work with the Contractor to schedule the second general cleaning step for the Replacement Facility. (3) General cleaning step III after majority of relocation move-in: Above Floor Cleaning and Limited Floor Cleaning (limited to tile floor sweep and mop and carpet vacuum and spot cleaning), as described below. As the relocation vendor makes most of the moves from the existing facility to the Replacement Facility, County's Project Manager will work with the Contractor to schedule the third general cleaning step for the Replacement Facility. (4) General cleaning step IV for opening date preparation: High Inside Walls-Ceilings-Windows Cleaning, Sterile Above Floor Cleaning, and Limited Floor Cleaning (without terrazzo seal work), as described below. As the Replacement Facility opening date approaches, County's Project Manager will work with the Contractor to schedule the fourth general cleaning step for the Replacement Facility. All general cleaning tasks must be completed two days before the scheduled opening of the Replacement Facility.

These services are temporarily needed since our existing staff must continue to support current patient care operations. A large amount of overtime is used to provide daily custodial services at an acceptable level and meet daily schedules at the existing LAC+USC Medical Center facilities. Our existing staff is already required to respond expediently and effectively to emergencies and other unanticipated needs to avoid service delays or disruptions in the LAC+USC Medical Center facilities.

### **GENERAL CLEANING SERVICES**

**A.1 Duration:** Approximately two months of full-time work is needed

**A.2 Work Shifts:** Flexible scheduling of Contractor staff will be used and the work shifts will be determined by Contractor.

**A.3 Supplies and Equipment:** County will provide supplies and equipment. County will provide scissor lifts for reaching high areas inside of the hospital. County's Environmental Services will furnish all floor finishes, stripper, scrubbing pads, etc, and the following general cleaning supplies:

1. Paper towels
2. Autoclave red bags
3. Plastic/poly bags
4. Cleaning and pressing of cubicle drapes
5. Sharps containers
6. Hand soap
7. Toilet cover
8. Toilet paper
9. Trash receptacles (office and bio-hazardous receptacles)
10. Walk-off mats (floor mats)
11. All chemicals and cleaners approved by the Infection Control Committee to maintain facility
12. Toilet tissue container replacements

#### **A.4 County Cleaning Areas – Open Restrooms**

County staff will clean open restrooms in the LAC+USC Replacement Facility. Only selected restrooms will be available for daily use during the preparations for move-in. Locked restrooms will not be cleaned by County staff and will be the responsibility of Contractor under this Scope of Work.

#### **A.5 Type of General Cleaning Services to be ordered by County's Project Manager:**

The General Cleaning Sub-tasks are High Inside Walls-Ceilings-Windows, Above Floor Cleaning, and Floor Cleaning.

Each of these sub-tasks will be ordered by the County's Project Manager to ensure that the new hospital is kept clean and safe as it prepares to open. Each sub-task will be ordered by County's Project Manager after major milestones as follows:

- **A.5.1 General Cleaning Step I After Majority of New Equipment Move-in Work:** After most of new equipment items have been moved in, the following general cleaning sub-tasks will be performed by Contractor:
  1. High Inside Walls- Ceilings-Windows,
  2. Above Floor Cleaning, and
  3. Floor Cleaning (Including Tile sweep and mop and seal and buff, terrazzo mop and seal, Carpet vacuum and shampoo)
- **A.5.2 General Cleaning Step II After Completion of New Equipment Move-in Work:** After new equipment move-in work has been completed by equipment staging vendor, the following general cleaning sub-tasks will be performed by Contractor:
  1. Above Floor Cleaning, and
  2. Limited Floor Cleaning (Limited to tile floor sweep and mop and carpet vacuum and spot cleaning, if necessary.)
- **A.5.3 General Cleaning Step III After Majority of Relocation Move-in Work:** After majority of relocation work has been completed by relocation services vendor, the following general cleaning sub-tasks will be performed by Contractor:
  1. Above Floor Cleaning, and

2. Limited Floor Cleaning (Limited to tile floor sweep and mop and carpet vacuum and spot cleaning, if necessary.)

- A.5.4 General Cleaning Step IV For Opening Date Preparation: In preparation for opening date of Replacement Facility, the following general cleaning sub-tasks will be completed by Contractor two days before Replacement Facility opening date (final general cleaning tasks):

1. High Inside Walls- Ceilings-Windows,
2. Sterile Above Floor Cleaning, and
3. Limited Floor Cleaning (Including tile sweep and mop and seal and buff, terrazzo mop, carpet vacuum and shampoo)

After each Task, Contractor's Project Manager and County's Project Manager will conduct a walk-thru and Contractor will correct any deficiencies identified by County's Project Manager before invoice payments can be approved.

#### **A.5.4 Specific Tasks**

##### **A.5.4.1 High Inside Walls-Ceilings-Windows Sub-task**

The Contractor will clean high walls, windows and ceilings at the request of County's Project Manager two (2) times, on a date as mutually agreed to: (1) General Cleaning Step I After Majority of New Equipment Move-in Work and (2) General Cleaning Step IV For Opening Date Preparation completed at least two (2) days before hospital opening date.

This sub-task excludes OPT entrance high inside window.

##### **A.5.4.2 Above Floor Cleaning**

The Contractor will clean above floor at the request of County's Project Manager, four (4) times on a date as mutually agreed to: (1) General Cleaning Step I After Majority of New Equipment Move-in Work, (2) General Cleaning Step II After Completion of New Equipment Move-in Work, (3) General Cleaning Step III After Majority of Relocation Move-in Work, and (4) General Cleaning Step IV For Opening Date Preparation completed at least two (2) days before hospital opening date. General Cleaning Step IV will include sterile Above Floor Cleaning.

The above floor cleaning tasks will include, but not be limited, to the following:

Clean as follows:

1. Attached and Mobile Equipment
2. Blinds and Drapes
3. Cabinets
4. Ceilings
5. Counters
6. Doors

7. Drinking Fountain
8. Elevators
9. Fixtures
10. Furnishings
11. Hallways
12. Shelving
13. Sinks
14. Stairs and Stairwells
15. Toilets (Locked)
16. Walls and Vents
17. Windows
18. Miscellaneous assigned tasks
19. And other above floor items as requested by County's Project Manager.

In addition, during the days requested to be on site to perform cleaning tasks, Contractor will replenish all housekeeping supplies, replenish hand paper towels, and remove and throw out all trash.

1. Attached and Mobile Equipment

Dust all attached and mobile equipment.

Dust all electrical equipment (when turned off).

Clean gurneys and wheel chairs.

Thoroughly wash surfaces of refrigerators, stoves, ovens, ice machines, and all kitchen equipment.

2. Blinds and Drapes

Clean all blinds and drapes

Clean and dust mini blinds.

Hang clean cubicle curtains and drapes.

Damp dust and/or vacuum mini blinds and window shades.

3. Cabinets

Clean all cabinets.

Damp dust all cabinets inside and outside.

4. Ceilings

Clean all ceilings.

Damp wipe all ceilings.

5. Counters

Clean all counters.

Damp dust all counters.

Damp dust counter tops of all workrooms and hopper areas, e.g., utility rooms.

6. Doors

Clean all doors.

Damp dust all doors.

Clean door surfaces.

Wash entire door surface, as necessary.

Damp wipe and clean stainless steel and other metal, to include but not limited to metal kick plates, railings, wall corner coverings, door handles, doorframes, and footplates.

Spot clean finger marks, smears, and graffiti from doors (vertical surfaces).

Wash vertical surfaces (doors, doorjambs).

Spot clean finger marks, smears, and graffiti.

7. Drinking Fountain

Clean and polish drinking fountains.

8. Elevators

Clean all elevators.

Damp dust all elevators.

Clean surfaces.

Wash entire surface, as necessary.

Damp wipe and clean stainless steel and other metal, to include but not limited to floor gratings beneath doors, metal kick plates, railings, wall corner coverings, door handles, door frames and foot plates.

Spot clean finger marks, smears and graffiti from doors (vertical surfaces).

Wash vertical surfaces (doors, doorjambs).

Spot clean finger marks, smears, and graffiti.

9. Fixtures

Clean all fixtures.

Damp dust all fixtures.

Wash light fixtures.

10. Furnishings

Clean all furnishings.

Clean and dust exam tables and seating units.

Damp dust all furnishings and fittings to include but not be limited to:

- stretchers (unoccupied)
- chairs
- footstools
- carts
- wheel chairs
- exam tables
- television sets

<ul style="list-style-type: none"> <li>- telephones</li> <li>- lockers and cabinets (external surfaces)</li> <li>- vents</li> <li>- counter tops</li> <li>- furniture fittings and equipment</li> <li>- wheels of items removing dirt and debris</li> <li>- plants</li> <li>- miscellaneous</li> </ul> <p>Vacuum upholstered furnishings.</p>
<p>11. <u>Hallways and Rooms</u></p> <p>Clean all hallways and rooms.</p> <p>Damp wipe all hallways and rooms.</p> <p>Clean all orientation/conference areas.</p>
<p>12. <u>Shelving</u></p> <p>Clean all shelving.</p> <p>Damp wipe all shelving.</p> <p><u>Warehouse</u></p> <p>Clean all warehouse shelving.</p>
<p>13. <u>Sinks</u></p> <p>Clean all sinks.</p> <p>Clean and disinfect sinks.</p> <p>Clean staff kitchen rooms.</p>
<p>14. <u>Stairs and Stairwells</u></p> <p>Sweep and damp mop stairs and landings.</p> <p>Sweep and damp mop stairs and landings at loading dock.</p>
<p>15. <u>Toilets (Locked)</u></p> <p>Clean locked toilet/shower areas.</p> <p>Clean locked restrooms.</p>
<p>16. <u>Walls and Vents</u></p> <p>Check all walls and vents.</p> <p>Spot clean finger marks, smears and graffiti from walls (vertical surfaces).</p> <p>Wash vertical surfaces (walls).</p> <p>Clean ceiling vents.</p>
<p>17. <u>Windows</u></p> <p>Check and remove finger marks, and smears on glass door panels, inside windows, and counters.</p> <p>Clean all interior glass partition, glass door panels, and windows.</p>



18. Miscellaneous assigned tasks

Clean operating rooms.

Check and clean all ceilings and fixtures attached to ceilings.

Wash portable items to include Operating Room (OR) tables, footstools, buckets, rubber hoses, cabinets, and shelves.

Wash OR table and all furniture.

Wash all scrub and work sinks, including under surfaces and drainpipes.

Spot wash scrub rooms and OR walls.

Wash all exposed surfaces of OR lights.

Wet wipe hamper stands.

Wash walls, doors, doorframes, footstools, buckets, rubber hoses, fixtures attached to walls, and cabinets or shelves with bactericidal detergent.

19. And other above floor items as requested by County's Project Manager.

Damp dust all high-level items, to include but not limited to: unoccupied closets, lights, ceiling light fixtures, direction and exit signs, air duct grills, and fans.

Sweep office and storage areas using a chemically treated dust control device.

Report any hazardous conditions and items in need of repair to hospital administration.

Turn in lost and found articles to Safety Police.

Remove graffiti from interior of facility.

Clean and disinfect all public telephones and surrounding booth.

Rope off areas, post warning or directional signs when cleaning walls or ceilings to protect employees from possible injury.

**A.5.4.3 Floor Cleaning**

The Contractor will clean floors at the request of County's Project Manager four (4) times, on a date as mutually agreed to: (1) General Cleaning Step I After Majority of New Equipment Move-in Work--Including tile sweep and mop and seal and buff, terrazzo mop and seal, carpet vacuum and shampoo, (2) General Cleaning Step II After Completion of New Equipment Move-in Work-- Limited to tile floor sweep and mop and carpet vacuum and spot cleaning, if necessary, (3) General Cleaning Step III After Majority of Relocation Move-in Work--Limited to tile floor sweep and mop and carpet vacuum and spot cleaning, if necessary, and (4) General Cleaning Step IV For Opening Date Preparation completed at least two (2) days before hospital opening date--Including tile sweep and mop and seal and buff, terrazzo mop, carpet vacuum and shampoo.

The floor cleaning tasks will include, but not be limited, to the following:

1. Tile floor sweep, mop, seal and buff

Maintain flooring as prescribed by manufacturer.

Sweep floors and all non-carpeted areas using a dust control tool, including corners, baseboards and inaccessible areas such as behind beds.

Wet mop all non-carpeted floors. All floors must be swept before mopping.

Empty water and use new mop, as needed.

Wax all tile floors as prescribed by manufacturer.

Buff floors with a gloss acceptable to the Project Manager. All floors must be mopped before buffing.

Rope off areas, post warning or directional signs when cleaning floors to protect employees from possible injury.

## 2. Tile floor sweep and mop

Wet mop all non-carpeted floors. All floors must be swept before mopping.

Empty water and use new mop, as needed.

Rope off areas, post warning or directional signs when cleaning floors to protect employees from possible injury.

## 3. Terrazzo mop and seal

Maintain flooring as prescribed by manufacturer.

Rope off areas, post warning or directional signs when cleaning floors to protect employees from possible injury.

## 4. Terrazzo mop

Rope off areas, post warning or directional signs when cleaning floors to protect employees from possible injury.

## 5. Carpet vacuum and shampoo

Vacuum carpets in floor areas and in office areas.

Check and remove spots and stains from carpeted areas. Spot shampoo carpets.

Rope off areas, post warning or directional signs when cleaning floors to protect employees from possible injury.

## 6. Carpet vacuum and spot cleaning, if necessary

Vacuum carpets in floor areas and in office areas. Spot clean, if necessary.

7. Scrub concrete floors

Warehouse:

Machine scrub all floors

Rope off areas, post warning or directional signs when cleaning floors to protect employees from possible injury.

**B. Deliverables To Be Performed:**

**B.1 OPT – 244,852 sq. ft.**

**Carpet – 77,000 sq. ft. –**

**Terrazzo – 13,200 sq. ft. –**

**Tile – 117,774 sq. ft. –**

Successfully provide general cleaning services as follows:

- B.1.1 General Cleaning Step I After Majority of New Equipment Move-in Work
- B.1.2 General Cleaning Step II After Completion of New Equipment Move-in Work
- B.1.3 General Cleaning Step III After Majority of Relocation Move-in Work, and
- B.1.4 General Cleaning Step IV For Opening Date Preparation

**B.2 D&T – 262,213 sq. ft.**

**Carpet – 29,000 sq. ft. –**

**Terrazzo – 3,800 sq. ft. –**

**Tile – 205,470 sq. ft. –**

Successfully provide general cleaning services as follows:

- B.2.1 General Cleaning Step I After Majority of New Equipment Move-in Work
- B.2.2 General Cleaning Step II After Completion of New Equipment Move-in Work
- B.2.3 General Cleaning Step III After Majority of Relocation Move-in Work, and
- B.2.4 General Cleaning Step IV For Opening Date Preparation

**B.3 IPT 1-8 – 518,340 sq. ft.**

**Carpet – 86,000 sq. ft. –**

**Terrazzo – 21,500 sq. ft. –**

**Tile – 320,000 sq. ft. –**

**IPT 1-4 –287,261 sq. ft.**

**IPT 5-8 –231,079 sq. ft.**

Successfully provide general cleaning services as follows:

- B.3.1 General Cleaning Step I After Majority of New Equipment Move-in Work
- B.3.2 General Cleaning Step II After Completion of New Equipment Move-in

Work

- B.3.3 General Cleaning Step III After Majority of Relocation Move-in Work, and
- B.3.4 General Cleaning Step IV For Opening Date Preparation

**C. General Provisions**

C.1. Schedule of Payments

Payments shall be made 30 days in arrears following receipt of approved invoices.

C.2. Change in Schedules

The Replacement Facility is scheduled to open in June 2008. Should the schedule change to a later opening date, the County's Project Manager will give written notice of the schedule change. Following notice, County's Project Manager will work with Contractor to change task schedules accordingly. If additional general cleaning steps need to be added, the fee for additional steps will be subject to negotiation.

C.3. Completion of all Work Two Days Before Opening of Replacement Facility

Since Contractor staff will not be permitted to enter Replacement Facility after opening, all Step IV Deliverable work must be completed two days before opening of Replacement Facility. It may be necessary for Contractor to provide additional necessary staff to ensure all work is completed on time.

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BILLING AND PAYMENT

1. BILLING:

(A) Billings to County shall be submitted monthly in arrears in accordance with the hourly rates set forth in Schedule 1.

(B) All billings hereunder shall be in duplicate and shall be forwarded to the Facility and address as specified in the Agreement, BILLING AND PAYMENT, Paragraph 4.

(C) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the site where services were performed, and the date(s) of such services.

(D) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

2. PAYMENT:

(A) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of Contractor's billing(s). County shall pay for all

services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(B) County shall compensate Contractor monthly in arrears in accordance with the rate schedules described in Schedule 1.

(C) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

3. CLEANING PHASES: The four cleaning phases will be completed to the satisfaction of the Director or his designee and are as follows:

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CLEANING PHASE	DESCRIPTION
I	After a majority of the new equipment is moved into the Replacement Facility.
II	After all new equipment is moved in.
III	After a majority of the relocated services are moved into the Replacement Facility.
IV	Final cleaning to be completed within two days of opening the Replacement Facility.

The cleaning tasks include high inside walls, ceilings and windows, above floor cleaning and floor cleaning. These tasks will be performed in the Outpatient Tower (244,852 net square feet [SF]), Diagnostic and Treatment Tower (262,213 net SF), and floors one through eight of the Inpatient Tower (518,340 net SF) for a total net SF of 1,025,405.

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**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

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This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

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D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
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2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
-

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4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

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## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**SCHEDULE I**  
**BUDGET SHEET FOR HOUSEKEEPING SERVICES**

AT: LAC+USC Replacement Facility D&T

**DIRECT COST (List each staff classification)**

**Total Project Cost**

Payroll:	FTE*	Hourly Rate (avg)	Monthly Salary
Supervision	1.00	\$ 14.00	\$ 2,436.00
		\$ -	\$ -
		\$ -	\$ -
Floorcare	9.38	\$ 12.84	\$ 20,945.25
General Cleaning	6.25	\$ 11.84	\$ 12,876.00

**Total Salaries and Wages**      \$ 72,514.50

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE (avg)
Medical Insurance	16.63	\$ -
Holiday Reserve	15.63	\$ 11.89
Vacation & Sick Leave	15.63	\$ 83.25

**Total Benefits**      \$ 2,973.30

**Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)**

FICA & MDCR	\$ 2,887.41
FUTA	\$ 377.44
SUI	\$ 566.16
CGL	\$ 754.88
Worker's Comp	\$ 6,039.02

**Total Payroll Taxes**      \$ 21,249.81

**Supplies & Services**

Uniforms	\$ 156.25
Paper Supplies	\$ -
Trash Liners	\$ -
Hand Soaps	\$ -
Walk Off Mats	\$ -
Vehicle/Allowance	\$ -
Gas/Oil	\$ -
Small Tools/Equipment	\$ -
Equip Repair	\$ -
Capitol Equip Depreciation	\$ -
Monthly Supplies	\$ -
Trash Removal	\$ -
Pest Control	\$ -
P.Lot Sweeping	\$ -
Window Cleaning	\$ -

**Total Supplies & Services**      \$ 312.50

**TOTAL DIRECT COSTS**      \$ 97,050.11

**INDIRECT COST (List all appropriate)**

General Accounting/Bookkeeping  
Management Overhead (Specify)  
Other (Specify): Mop Cleaning

\$ -  
**TOTAL INDIRECT COSTS**

**TOTAL DIRECT AND INDIRECT COST**      \$ 97,050.11

PROFIT (Please enter percentage:)      6.00%      \$ 5,823.01

**TOTAL COST**      \$ 102,873.12

# BUDGET SHEET FOR HOUSEKEEPING SERVICES

AT: LAC+USC Replacement Facility IPT 1-4

## DIRECT COST (List each staff classification)

Total Project Cost

Payroll:	FTE*	Hourly Rate (avg)	Monthly Salary
Supervision	1.00	\$ 14.00	\$ 2,436.00
		\$ -	\$ -
		\$ -	\$ -
Floorcare	9.38	\$ 12.84	\$ 20,945.25
General Cleaning	7.50	\$ 11.84	\$ 15,451.20

Total Salaries and Wages \$ 77,664.90

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE (avg)
Medical Insurance	17.88	\$ -
Holiday Reserve	16.88	\$ 11.85
Vacation & Sick Leave	16.88	\$ 82.95

Total Benefits \$ 3,199.69

## Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)

FICA & MDCR	\$ 3,093.07
FUTA	\$ 404.32
SUI	\$ 606.48
CGL	\$ 808.65
Worker's Comp	\$ 6,469.17

Total Payroll Taxes \$ 22,763.38

## Supplies & Services

Uniforms	\$ 168.75
Paper Supplies	\$ -
Trash Liners	\$ -
Hand Soaps	\$ -
Walk Off Mats	\$ -
Vehicle/Allowance	\$ -
Gas/Oil	\$ -
Small Tools/Equipment	\$ -
Equip Repair	\$ -
Capitol Equip Depreciation	\$ -
Monthly Supplies	\$ -
Trash Removal	\$ -
Pest Control	\$ -
P.Lot Sweeping	\$ -
Window Cleaning	\$ -

Total Supplies & Services \$ 337.50

TOTAL DIRECT COSTS \$ 103,965.47

## INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping  
Management Overhead (Specify)  
Other (Specify): Mop Cleaning

\$ -  
TOTAL INDIRECT COSTS

TOTAL DIRECT AND INDIRECT COST \$ 103,965.47

PROFIT (Please enter percentage:) 6.00% \$ 6,237.93

TOTAL COST \$ 110,203.40

# BUDGET SHEET FOR HOUSEKEEPING SERVICES

AT: LAC+USC Replacement Facility IPT 5-8

## DIRECT COST (List each staff classification)

Total Project Cost

Payroll:	FTE*	Hourly Rate (avg)	Monthly Salary
Supervision	1.00	\$ 14.00	\$ 2,436.00
		\$ -	\$ -
		\$ -	\$ -
Floorcare	8.13	\$ 12.84	\$ 18,152.55
General Cleaning	6.50	\$ 11.84	\$ 13,391.04

Total Salaries and Wages \$ 67,959.18

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE (avg)
Medical Insurance	15.63	\$ -
Holiday Reserve	14.63	\$ 11.85
Vacation & Sick Leave	14.63	\$ 82.95

Total Benefits \$ 2,773.06

## Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)

FICA & MDCR	\$ 2,705.51
FUTA	\$ 353.66
SUI	\$ 530.49
CGL	\$ 707.32
Worker's Comp	\$ 5,658.58

Total Payroll Taxes \$ 19,911.13

## Supplies & Services

Uniforms	\$ 146.25
Paper Supplies	\$ -
Trash Liners	\$ -
Hand Soaps	\$ -
Walk Off Mats	\$ -
Vehicle/Allowance	\$ -
Gas/Oil	\$ -
Small Tools/Equipment	\$ -
Equip Repair	\$ -
Capitol Equip Depreciation	\$ -
Monthly Supplies	\$ -
Trash Removal	\$ -
Pest Control	\$ -
P.Lot Sweeping	\$ -
Window Cleaning	\$ -

Total Supplies & Services \$ 292.50

TOTAL DIRECT COSTS \$ 90,935.87

## INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping  
Management Overhead (Specify)  
Other (Specify): Mop Cleaning

\$ -  
TOTAL INDIRECT COSTS

TOTAL DIRECT AND INDIRECT COST \$ 90,935.87

PROFIT (Please enter percentage:) 6.00% \$ 5,456.15

TOTAL COST \$ 96,392.02



# BUDGET SHEET FOR HOUSEKEEPING SERVICES

AT: LAC+USC Replacement Facility OPT

## DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate (avg)	Monthly Salary
Supervision	1.00	\$ 14.00	\$ 2,436.00
		\$ -	\$ -
		\$ -	\$ -
Floorcare	8.44	\$ 12.84	\$ 18,850.73
General Cleaning	6.75	\$ 11.84	\$ 13,906.08

Total Project Cost

Total Salaries and Wages \$ 70,385.61

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE (avg)
Medical Insurance	16.19	\$ -
Holiday Reserve	15.19	\$ 11.85
Vacation & Sick Leave	15.19	\$ 82.95

Total Benefits \$ 2,879.72

## Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)

FICA & MDCR	\$ 2,802.40
FUTA	\$ 366.33
SUI	\$ 549.49
CGL	\$ 732.65
Worker's Comp	\$ 5,861.23

Total Payroll Taxes \$ 20,624.19

## Supplies & Services

Uniforms	\$ 151.88
Paper Supplies	\$ -
Trash Liners	\$ -
Hand Soaps	\$ -
Walk Off Mats	\$ -
Vehicle/Allowance	\$ -
Gas/Oil	\$ -
Small Tools/Equipment	\$ -
Equip Repair	\$ -
Capitol Equip Depreciation	\$ -
Monthly Supplies	\$ -
Trash Removal	\$ -
Pest Control	\$ -
P.Lot Sweeping	\$ -
Window Cleaning	\$ -

Total Supplies & Services \$ 303.75

TOTAL DIRECT COSTS \$ 94,193.27

## INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping  
Management Overhead (Specify)  
Other (Specify): Mop Cleaning

\$ -  
TOTAL INDIRECT COSTS

TOTAL DIRECT AND INDIRECT COST \$ 94,193.27

PROFIT (Please enter percentage:) 6.00% \$ 5,651.60

TOTAL COST \$ 99,844.87

# STANDARD PROVISIONS

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## STANDARD PROVISIONS

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, e.g., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is an LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

In addition, Contractor's facility access for the disabled must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other



forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they

currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any

federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. RULES AND REGULATIONS: During the time that Contractor's employees, or subcontractors are at Medical Center, Contractor and such persons shall be subject to the rules and regulations of Medical Center. Medical Center's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to Medical Center prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

9. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

10. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

11. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by

Contractor, shall fully comply with the County Lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

13. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all such certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply all such certification and disclosure requirements.

14. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agents will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with

the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

15. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not



limited to, those records described above, shall either:

(1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail

records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or

any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to

County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

16. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

17. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations,

and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

18. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible.

Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which

does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of

Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.



20. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the service provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other

entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing

obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses,

permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder.

Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder.

Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

22. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County

shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

23. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling (800) 829-3676.

24. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County

has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653(a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

25. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of

Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERMINATION Paragraphs of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto and incorporated herein, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

27. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW")

PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be



consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

30. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:  
Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

31. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:  
Contractor shall assure that the location(s) [e.g., facility(ies)] where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property.

County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

32. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

33. USE OF RECYCLED - CONTENT BOND PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

34. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

35. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or

implicated, and a complete description of all relevant circumstances.

36. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts).

39. TERMINATION FOR MATERIAL BREACH: Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute

a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

40. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and

invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with the RECORDS AND AUDITS Paragraph, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

41. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for preventive maintenance and repair services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

42. CONTRACTOR RESPONSIBILITY AND DEBARMENT:



A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of

business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right

at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

43. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and/its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other

than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, or request for proposals, by virtue of its present status as Contractor.

44. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

45. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

46. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of

such provision to other persons or circumstances shall not be affected thereby.

47. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the payment or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

RF:r

Board letter housekeeping lac usc agreement 2 of 3 09.05.07 standard provisions

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name:	Title:
Signature:	Date:

# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



#### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

#### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

#### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of redeeming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

#### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

#### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

#### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

#### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

#### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

#### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernard no under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

**Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.**

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***